

FILED

04-07-2022

George L. Christenson

Clerk of Circuit Court

2022CV002272

Honorable Gwen

Connolly-44

Branch 44

STATE OF WISCONSIN**CIRCUIT COURT
CIVIL DIVISION****COUNTY OF MILWAUKEE**

Jalata Kamel
951 Lowry Ave., Apt. 105
Minneapolis, MN 55418

Case No: _____

SUMMONS*Plaintiff,*

Case Code: 30101

Great West Casualty Company
1100 West 29th Street
South Sioux City, NE 68776

Involuntary Plaintiff,

vs.

Cherokee Insurance Company
34200 Mound Rd
Sterling Heights, MI 48310

Defendant,

Joshua Pritchard
38 Camp Nakanawa Rd.
Crossville, TN 38571

Defendant,

Danny Herman Trucking, Inc.,
339 Cold Springs Rd.
Mountain City, TN 37683

Defendant.

STATE OF WISCONSIN

To each person named above as an Involuntary Plaintiff and as Defendants.

You are hereby notified that the Plaintiff named above has filed a lawsuit or other legal action against you. The Complaint, which is attached, states the nature and basis of the legal action.

EXHIBIT

tables

A

Within (45) days of receiving this Summons, you must respond with a written Answer, as that term is used in chapter 802 of the Wisconsin Statutes, to the Complaint. The Court may reject or disregard an Answer that does not follow the requirements of the statutes. The Answer must be sent or delivered to the Court whose address is: 901 North 9th Street, Milwaukee, WI 53233 and to Wade Rabenhorst, Bennerotte & Associates, PA, 3085 Justice Way, Suite 200, Eagan, MN 55121, Plaintiff's attorney. You may have an attorney help or represent you.

If you do not provide a proper Answer within (45) days, the court may grant judgment against you for the award of money or other legal action requested in the Complaint, and you may lose your right to object to anything that is or may be incorrect in the Complaint. A judgment may be enforced as provided by law. A judgment awarding money may become a lien against any real estate you own now or in the future and may also be enforced by garnishment or seizure of property.

Respectfully submitted,

Dated at Eagan, Minnesota, this 7th day of April, 2021.

BENNEROTTE & ASSOCIATES

Attorneys for Plaintiff

Jalata Kamel

Wade W. Rabenhorst

Wisconsin State Bar No.: 1113024

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COMPLAINT*Plaintiff,*

Case Code: 30101

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South Sioux City, NE 68776

Involuntary Plaintiff,

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Crossville, TN 38571

Defendant,

Danny Herman Trucking, Inc.,
339 Cold Springs Rd.
Mountain City, TN 37683

Defendant.

NOW COMES the Plaintiff, Jalata Kamel, by his attorneys, Bennerotte & Associates, P.A., as for his claim for relief against the above-named Involuntary Plaintiff and Defendants, respectfully alleges and shows the Court as follows:

1. That all times material herein, Plaintiff Jalata Kamel ("Plaintiff") resided at 951 Lowry Ave., Apartment 105, Minneapolis, MN 55418.

2. The Involuntary Plaintiff, Great West Casualty Company ("Great West"), is Plaintiff's automobile insurance company that provided medical payments benefits to Plaintiff, with its principal offices and registered agent located at 1100 W. 29th St., South Sioux City, NE 68776. Great West's Resident Agent is Gass Weber Mullins, LLC., 241 N. Broadway, Suite 300, Milwaukee, WI 53202.

As an Involuntary Plaintiff to this action, Great West paid certain medical bills on behalf of the Plaintiff, Jalata Kamel, by way of its automobile insurance plan which were incurred as a result of injuries sustained by the Plaintiff in the collision involved herein, and that said Involuntary Plaintiff may claim rights based upon subrogation for the reimbursement of paying such medical bills.

Upon information and belief, there may be insufficient funds to honor the claim of the Involuntary Plaintiff, Great West, herein, and the rights of the Involuntary Plaintiff, Great West, if any, are therefore subordinate to the interests of Plaintiff, and the rights of the Involuntary Plaintiff, if any, should be honored only after determination has been made that the Plaintiff has been made whole for injuries and damages sustained in the occurrence alleged herein.

Should the Court find that the Involuntary Plaintiff, Great West, has any rights of subrogation against any recovery by the Plaintiff, said Involuntary Plaintiff is responsible for a pro-rata share of the expenses and attorney's fees and costs in pursuing said claims against the named Defendants to the benefit of the Involuntary Plaintiff.

3. That at all times material herein, Defendant Cherokee Insurance Company (“Cherokee Insurance”) with its principal offices located at 34200 Mound Rd., Sterling Heights, MI 48310, is an insurance corporation duly authorized to conduct business, and is conducting business throughout the State of Wisconsin, including Milwaukee County, Wisconsin. Cherokee Insurance’s Resident Agent is CT Corporation System, 301 S. Bedford St., Suite 1, Madison, WI 53703.

4. Upon information and belief, the Defendant, Cherokee Insurance, is the automobile liability insurance carrier, and thereby insured the vehicle operated and owned by Defendants Joshua Pritchard and Danny Herman Trucking Inc., at all times relevant hereto; further, under and by virtue of the terms of said policy of insurance, and pursuant to Wis. Stat. §803.04(2) the insurance company Defendant is a proper party Defendant in this action. Following this motor vehicle collision, Plaintiff Jalata Kamel notified Defendant Cherokee Insurance of this motor vehicle collision, the fact that he was in a vehicle that was damaged and that she sustained injuries.

Further, under and by virtue of the terms of said policy of insurance and pursuant to Wis. Stat. §632.24, Defendant Cherokee Insurance, is directly liable to Plaintiff Jalata Kamel for injuries and damages sustained herein.

5. Based upon information and belief, Defendant Joshua Pritchard (“Defendant Pritchard”) resides at 38 Camp Nakanawa Rd, Crossville, TN 38571.

6. Based upon information and belief, Defendant Danny Herman Trucking Inc., (“Defendant Danny Herman”) was a foreign corporation organized in the State of Tennessee and

operating in the State of Wisconsin in Milwaukee County with its principal business located at 339 Cold Springs Rd., Mountain City, TN 37683.

7. That at all times relevant to this action Defendant Pritchard was working within the course and scope of his employment with Defendant Danny Herman and was operating the vehicle with either implied or express permission.

8. On May 5, 2019, Plaintiff's Freightliner Semi-Truck was legally parked in the last lane of one of the parking rows at Love's Travel Stop located at 9650 S. 20th Street in Oak Creek, Wisconsin.

9. Plaintiff was in the bunk area of his cab about to lay down when another semi-truck, driven by Joshua Pritchard, suddenly, and without warning, struck the front driver's side corner of Plaintiff's cab.

10. Plaintiff's vehicle sustained considerable damage.

11. At said time and place, Defendant Pritchard, negligently, illegally, carelessly, and unlawfully operated his vehicle causing a collision with the Plaintiff's vehicle. As a result, Defendant, violated Wisconsin law in the following ways:

- a. By failing to obey by a traffic control;
- b. By failing to keep a proper lookout;
- c. By operating a vehicle in a reckless and/or careless manner.
- d. By driving while distracted;
- e. By driving inattentively;
- f. By failing to yield the right of way; and
- g. And in other ways which will be proven at the time of trial.

12. As a result of the negligence and carelessness of Defendant Pritchard, a motor vehicle collision occurred in which Plaintiff sustained personal injuries, loss and damages,

13. As a direct and proximate result of the negligent, illegal, careless, and unlawful conduct of Defendant Pritchard, Plaintiff has incurred reasonable and necessary health care expenses; Plaintiff continues to treat for his injuries; and may require medical treatment in the future. Plaintiff's injuries are permanent in nature.

14. As a further and direct and proximate result of the aforesaid negligent, unlawful, careless and illegal conduct of Defendant Pritchard, Plaintiff has incurred in the past and will in the future incur expenses for reasonable and necessary health care and treatment; and as a result, he has in the past and will in the future suffer physical pain and mental harm; Plaintiff also has ongoing past and future economic losses all to his detriment. As a further result of his injuries Plaintiff has sustained lost of income in the past and will lose income in the future.

WHEREFORE, Plaintiff Jalata Kamel demands judgment against the named Defendants, jointly and severally, as follows:

- A. For a sum of money to be awarded to Plaintiff for compensatory damages for the personal injuries sustained by the Plaintiff Jalata Kamel;
- B. For a determination of the rights of the Involuntary Plaintiffs, if any;
- C. For prejudgment interest, costs, and disbursements incurred herein; and
- D. For such other and further relief as the Court may deem just and equitable.

A TRIAL BY A JURY OF TWELVE IS HEREBY DEMANDED.

Dated at Eagan, Minnesota, this 7th day of April 2022.

Respectfully submitted,

BENNEROTTE & ASSOCIATES

Attorneys for Plaintiff

Jalata Kamek

Wade W. Rabenhorst

Wisconsin State Bar No.: 1113024

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